

RIMSYS, INC.,

Civil Action No. 2:23-cv-01630-CRE

V.

Defendant.

2. As alleged in the Verified Complaint, Rimsys brings this action to protect its customer information, goodwill, valuable confidential, proprietary and/or trade secret information, enforce its former employee's contractual obligations regarding competitive activity, prevent

Cohn from using its confidential, proprietary and/or trade secret information and prohibit her from unfairly competing with Rimsys.

3. Cohn's actions, as set forth in the Verified Complaint, constitute violations of the Defend Trade Secrets Act and Pennsylvania Uniform Trade Secrets Act, breaches of Cohn's Agreement (as defined in the Verified Complaint) with Rimsys, breach of her fiduciary duty to Rimsys, and unfair competition.

4. Unless and until Cohn is restrained and enjoined from her wrongful and unlawful conduct, Rimsys has been and will continue to be irreparably harmed by her wrongful conduct, which includes: (a) misappropriating Rimsys' Confidential Information and Trade Secrets (as defined in the Verified Complaint); and (b) unfairly competing with Rimsys in violation of Cohn's Agreement with Rimsys.

5. Rimsys has no adequate remedy at law.

6. Rimsys has a high probability of success on the merits under the causes of action and facts set forth in the Verified Complaint.

7. If a Temporary Restraining Order and Preliminary Injunction are not granted, Rimsys will continue to suffer immediate and irreparable harm and will not have an adequate remedy at law because Cohn will continue to unfairly use and otherwise misappropriate Rimsys' Confidential Information and Trade Secrets on behalf of herself and a Rimsys competitor, thereby eroding its competitive advantage; and unfairly compete with Rimsys.

8. Cohn, on the other hand, will suffer no harm because her current employer, Veeva Systems, Inc. ("Veeva"), represents on its website that it will continue to retain and pay her during the time she is enjoined from working in her new position. *See* Veeva, "Our Position on Non-Compete Agreements," <https://www.veeva.com/noncompetes/>, last accessed Sept. 11, 2023 ("In

the unlikely event a non-compete delays or restricts your work at Veeva, you will retain your position and your compensation will continue unaffected.”).

9. As is set forth in the attached Declaration, counsel for Rimsys has made multiple attempts to contact Cohn, which have been ignored. *See Exhibit 1*, at ¶¶ 3-6. In addition, Veeva’s counsel has denied the legitimacy of any restrictive covenants and stated that Cohn maintains she does not possess any of Rimsys’ Confidential Information and Trade Secrets. *Id.* at ¶¶ 7-8. Based on this response from Veeva’s counsel, it appears that Cohn is aware of Rimsys’ allegations at issue in this suit and has discussed those allegations with Veeva. *Id.* at ¶9.

WHEREFORE, for the reasons set forth in the Verified Complaint and the accompanying Memorandum of Law in Support of Motion for Temporary Restraining Order and Preliminary Injunction, which are incorporated herein by reference, this Court should grant the relief requested in the Proposed Temporary Restraining Order.

Dated: September 12, 2023

Respectfully submitted,

MEYER UNKOVIC SCOTT LLP

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*ATTORNEYS FOR PLAINTIFF
RIMSYS, INC.*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via email and attempted to be served via personal service on the 12th day of September 2023, to the following:

**VIA HAND DELIVERY BY PROCESS SERVER
AND EMAIL**

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/s/ Antoinette C. Oliver

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Justin D. Beck